

## WISE BREAD & TRANSAMERICA TWITTER CHAT OFFICIAL RULES

Please read these rules before entering the Sweepstakes. By entering and participating in the Sweepstakes, you agree to be bound by these Official Rules and represent that you satisfy all of the eligibility requirements set forth below.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.  
A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

The Wise Bread (Sweepstakes Website) Retirement Twitter Chat Sweepstakes (The "Sweepstakes") is sponsored by Transamerica. ("Sponsor"). The Sweepstakes is governed by these official rules ("Official Rules"). By participating in the Sweepstakes, each entrant fully and unconditionally agrees to abide by these Official Rules, including all eligibility requirements, and understands that the results of the Sweepstakes, as determined by Sponsor, Administrator and their agents, are final and binding in all respects. The Sweepstakes is subject to all federal, state and local laws and regulations and is void where prohibited or restricted by law.

### ELIGIBILITY

The Sweepstakes is open only to legal residents of the forty-eight contiguous (48) United States and the District of Columbia who are 18 years of age or older at the time of entry and who have a Twitter account prior to the time of entry. Sweepstakes may only be entered in or from the specific jurisdictions listed above, and entries originating from any other jurisdiction are not eligible for entry. Persons in any of the following categories are NOT eligible to participate or win a Prize (defined below) in the Sweepstakes: a) persons who are directors, officers, employees or agents of Sponsor b) individuals engaged in the development, production or distribution of materials for this Sweepstakes; and c) persons who are immediate family members (defined as spouse, IRS dependent or biological or step- mother, father, sister, brother, daughter, or son and each of their respective spouses) of any person in any of the preceding categories, regardless of where they live, and/or individuals who reside in the same household, whether related or not, as any person in any of the preceding categories. The transfer of any Prize from an ineligible to an eligible person is strictly prohibited.

You are not authorized to participate in the Sweepstakes if you do not meet the eligibility requirements listed above.

### HOW TO ENTER

The Twitter Chat Sweepstakes begins at 12:00 p.m. PST on October 24, 2013 and ends at 1:00 p.m. PST on October 24, 2013 ("Sweepstakes Period"). There is one (1) method of entry. To enter, you must be following @WiseBread on Twitter during the Sweepstakes Period, follow the directions to RSVP on the Sweepstakes Website (Wisebread.com), then Tweet your answer to one of the prize questions using the hashtags #WBChat and #SuperSavers. Limit one (1) prize per person/Twitter account holder that is selected during

the Sweepstakes. If an Entrant is found to be entering with more than one Twitter handle, all entries submitted by such Entrant will be void. Please note: You must have a valid Twitter account and agree to the Twitter Terms of Use and the Twitter Privacy Policy in order to be eligible to enter. Registration on Twitter must be completed before an entry may be submitted. Twitter membership is free. The Twitter platform will be the official time clock for the Sweepstakes.

#### WINNER SELECTION

**RANDOM DRAWING AND WINNER NOTIFICATION:** Three (3) potential winners will be selected randomly in a drawing from all eligible submissions on October 25, 2013. Odds of winning depend on the number of eligible entries received.

**NOTIFICATION:** Potential winners will be notified on Twitter after each Prize Question. Potential winners will be required to sign and return, where legal, an Affidavit of Eligibility within seven (7) days of prize notification. Verified winners will be asked to confirm receipt of their Prize to Sponsor via a form sent to the winner following the Twitter Chat. Failure to complete the form within the Sweepstakes Period will result in disqualification and a new winner will be drawn. If a potential winner cannot be contacted during the Twitter Party, does not meet the eligibility requirements and/or is not in compliance with these Official Rules, the potential winner will be disqualified and, at Sponsor's discretion, an alternate winner selected in a random drawing from among all of the remaining eligible submissions. Sponsor reserves the right to not award a Prize in the event that an insufficient number of eligible submissions are received.

#### PRIZE

**PRIZES (3) (each a "Prize"):**

- Prize 1: \$50 Amazon Gift Card
- Prize 2: \$50 Amazon Gift Card
- 'Grand Prize': \$200 Amazon Gift Card

Total ARV of all Prizes: \$300. Prizes are awarded "as is" with no warranty or guarantee, either express or implied. Sponsor will not replace any lost, mutilated or stolen gift cards. Winners may not substitute, assign or transfer a Prize or redeem a Prize for cash, but Sponsor reserves the right, at its sole discretion, to substitute a Prize with one of comparable or greater value. Winners agree to comply with all applicable gift card terms, restrictions and regulations in connection with the Prize. The winner is solely responsible for all other costs and expenses. ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE SOLELY THE RESPONSIBILITY OF THE WINNER. No substitution or cash equivalent of Prizes is permitted. Sponsor in its sole discretion reserves the right to substitute any Prize with another of equal or greater value.

#### CONDITIONS

(a) Entries generated by a script, macro or other mechanical or automated means are ineligible and will be disqualified. All submissions become the sole and exclusive property of

Sponsor. Submissions will not be returned and receipt of submissions will not be acknowledged. Proof of submission of will not be deemed to be proof of receipt.

(b) Sponsor and its parent company, subsidiaries, affiliates, advertising and promotional agencies, and each of their respective parent corporations, affiliates, subsidiaries, officers, directors, employees, representatives and agents and each of their respective affiliates, representatives and employees (collectively, the "Sweepstakes Entities") shall have no responsibility for any damage to an entrant's computer or telephone system that is directly or indirectly caused by accessing the Sweepstakes Website or otherwise participating in the Sweepstakes, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, dropped or delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sweepstakes Entities are not responsible for incomplete, misdirected, late, lost, damaged, or stolen entries, which will be disqualified; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, Sweepstakes Websites or other connections; or for mis-communications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical or programming malfunctions, failures, or difficulties, printing errors, clerical, typographical or other error in the offering or announcement of any prize or in any prize notification documents, or other errors of any kind or nature; or for the incorrect or inaccurate capture of entry or other information, or the failure to capture or the loss of any information. Sweepstakes Entities are not responsible for any incorrect or inaccurate information, whether caused by Sweepstakes Website users, tampering or hacking, or by any of the equipment or programming associated with or utilized in the Sweepstakes and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the Sweepstakes Website.

c. Internet entry must be made by the Entrant, at the Sweepstakes Website. Any use of robotic, automatic, macro, programmed or third party entry methods will void all such entries by such methods, and disqualify any entrant using such methods.

d. In the event of a dispute as to the identity of an entrant, an entry will be deemed submitted by the authorized account holder of the email account from which it was sent. The authorized account holder shall be the natural person to whom the applicable has been assigned by the Internet access provider, service provider, or other online organization responsible for assigning email addresses for the domain associated with the submitted email address. A potential Winner may be requested to provide the Sponsor with proof that the potential Winner is the authorized account holder of the email address associated with the winning entry. If a dispute cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible.

e. Disqualification. Sponsor reserves the right in its sole discretion to disqualify any entrant who is found to be tampering with the entry process or the operation of the Sweepstakes; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike or

disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person. Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

f. Right to terminate or modify Sweepstakes. Sponsor reserves the right, without prior notice and at any time, to terminate the Sweepstakes, in whole or in part, or modify or suspend the Sweepstakes for any reason including, but not limited to, if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions have destroyed or severely undermined the integrity and/or feasibility of the Sweepstakes. In the event Sponsor is prevented from continuing with the Sweepstakes as contemplated herein or by any event beyond its control, including but not limited to fire, flood, natural or manmade epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes.

g. Early termination of Sweepstakes. If the Sweepstakes is terminated, in whole or in part, before the designated end date, Sponsor reserves the right to select winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination.

h. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. Sponsor reserves the right to correct clerical or typographical errors in promotional materials. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

i. ANY PERSON ATTEMPTING TO DEFRAUD OR IN ANY WAY TAMPER WITH OR DELIBERATELY DAMAGE ANY SWEEPSTAKES WEBSITE OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY SUCH PERSON, AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

INDEMNIFICATION AND LIMITATION OF LIABILITY

BY ENTERING THE SWEEPSTAKES, EACH ENTRANT AGREES TO INDEMNIFY, RELEASE AND HOLD HARMLESS THE SWEEPSTAKES ENTITIES FROM ANY

LIABILITY, DAMAGES, LOSSES OR INJURY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THAT ENTRANT'S PARTICIPATION IN THE SWEEPSTAKES AND THE ACCEPTANCE, USE OR MISUSE OF ANY PRIZE THAT MAY BE WON. THE SWEEPSTAKES ENTITIES DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE PRIZE. THE SWEEPSTAKES ENTITIES DISCLAIM ANY LIABILITY FOR DAMAGE TO ANY COMPUTER SYSTEM RESULTING FROM ACCESS TO OR THE DOWNLOAD OF INFORMATION OR MATERIALS CONNECTED WITH THE SWEEPSTAKES.

AS A CONDITION OF ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT: (I) UNDER NO CIRCUMSTANCE WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, OTHER THAN FOR OUT-OF-POCKET EXPENSES; (II) ALL CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES, OR ANY PRIZE AWARDED, SHALL BE RESOLVED INDIVIDUALLY — WITHOUT RESORT TO ANY FORM OF CLASS ACTION — BY BINDING ARBITRATION (BY A SINGLE NEUTRAL ARBITRATOR SELECTED BY SPONSOR IN ITS SOLE AND ABSOLUTE DISCRETION) IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION; AND (III) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, BUT IN NO EVENT SHALL SUCH CLAIMS, JUDGMENTS OR AWARDS INCLUDE ATTORNEYS' FEES. THIS SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.